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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 30, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

27 October 30, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO AMEND THREE CHILD PASSENGER SAFETY TRUST FUND PROGRAM
CONTRACTS TO EXTEND THE TERM FOR A THIRTEEN MONTH PERIOD EFFECTIVE
NOVEMBER 20, 2012 THROUGH DECEMBER 31, 2013 AND APPROVAL OF AN
APPROPRIATION ADJUSTMENT FOR THE DIVISION OF CHRONIC DISEASE AND INJURY
PREVENTION PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)**

SUBJECT

Request approval to amend Child Passenger Safety Trust Fund Program Agreements with three agencies to extend the term of the agreements through December 31, 2013 and approval of an appropriation adjustment for the Division of Chronic Disease and Injury Prevention Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to amend three Child Passenger Safety Trust Fund Program (CPSTFP) Contracts, substantially similar to Exhibit I, with: 1) The Children's Collective, Inc. (TCC) (Contract Number PH-000261); 2) New Economics for Women (NEW) (Contract Number PH-000262), and 3) SafetyBeltSafe, USA (SBS) (Contract Number PH-00263), to extend the term of the contracts for an additional thirteen month period effective November 20, 2012 through December 31, 2013, at a maximum obligation of \$121,611, \$222,954, and \$32,681, respectively; 100 percent offset by fines collected under California Vehicle Code (CVC) Section 27360 (e)(1)(A), for misuse or non-use of child passenger safety seats.

2. Authorize and instruct the Director of DPH, or his designee, to execute amendments to the above-referenced Contracts that revise or incorporate provisions consistent with all applicable State and/or federal laws and regulations, County Ordinances, and Board policy, subject to review and approval by County Counsel.
3. Delegate authority to the Director of DPH, or his designee, to execute amendments to the above-referenced Contracts that extend the term up to an additional six months through June 30, 2014, pending completion of a solicitation, and/or provide an increase or decrease in funding up to 10 percent above or below the term's annual base maximum obligation, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.
4. Delegate authority to the Director of DPH, or his designee, to execute change notices to the above-referenced contracts that authorize modifications to or within budget categories within each budget, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the Contract's terms and conditions.
5. Approve the attached Appropriation Adjustment (Exhibit II) in the amount of \$250,000 by decreasing the Assigned Obligated Fund Balance by \$125,000 in the Child Restraint Loaner Fund and transferring it to the Public Health Programs Services and Supplies budget to increase appropriation for the remainder of Fiscal Year (FY) 2012-13 to support the increase to the Contract maximum obligations outlined in Recommendation 1.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will enable DPH's Injury and Violence Prevention Program to continue to distribute child passenger safety seats and safety seat vouchers as well as provide child safety seat education and training to parents or caregivers of young children from low-income families in Los Angeles County (LAC) for an additional thirteen month period. During the extension period, DPH will evaluate other child passenger safety programs in the county and best practices throughout the State, and will take into account the declining trust fund revenue to determine future CPSTFP structure and activities, including either a new solicitation and/or provision of services by DPH staff, to best meet the needs of low-income LAC residents.

Approval of Recommendation 2 will allow DPH to execute amendments to the Contracts to incorporate provisions consistent with all applicable State and/or federal laws and regulations, County Ordinances, and Board policy.

Approval of Recommendation 3 will allow DPH to execute amendments to Contracts to extend the term of the Contracts pending completion of the restructuring of the new CPSTFP; and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, and make corresponding service adjustments, as necessary.

Approval of Recommendation 4 will allow DPH to execute change notices to the Contracts that authorize modifications to or within budget categories within each budget, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation, and corresponding service adjustments, as necessary; changes to hours of operation and/or service

locations; and/or corrections of errors in the Contract's terms and conditions.

Approval of Recommendation 5 will allow DPH to increase its appropriation for FY 2012-13 in the amount of \$125,000 to support the increase to the Contract maximum obligations outlined in Recommendation 1.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the three amendments is \$377,246, comprised of \$121,611 for TCC, increasing the maximum obligation from \$446,973 to \$568,584; \$222,954 for NEW, increasing the maximum obligation from \$825,000 to \$1,047,954; and \$32,681 for SBS, increasing the maximum obligation from \$147,805 to \$180,486, 100 percent offset by fines collected under CVC Section 27360 (e)(1)(A), for misuse or non-use of child passenger safety seats. Exhibit II contains the request for an appropriation adjustment which outlines the increase of \$125,000 to DPH's 2012-13 FY budget by decreasing the Assigned Obligated Fund Balance in the Child Seat Restraint Loaner Fund. There is no net County cost associated with this action.

Funding for these amendments is included in DPH's fiscal year (FY) 2012-13 Adopted Budget, and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CVC Section 27360 prohibits drivers from transporting children in motor vehicles without properly securing the children in approved safety seats. Violations are punishable by fines. However, CVC Section 27360 (d)(1)(A), states that a fine may be waived, "if the defendant establishes to the satisfaction of the court that he or she is economically disadvantaged, and the court, instead, refers the defendant to a community education program that includes, but is not limited to, education on the proper installation and use of a child passenger restraint system for children of all ages, and provide certification to the court of completion of that program."

The law sets a mandate for local jurisdictions under CVC Section 27360 (e)(1)(A) that 60 percent of the fines collected for violations must be allocated to local health departments and used "for a community education program that includes, but is not limited to, demonstration of the installation of a child passenger restraint system for children of all ages and also assists an economically disadvantaged family in obtaining a restraint system through a low-cost purchase or loan." The remainder of the fine revenue is allocated as follows: 25 percent to the county or city for the administration of the program and 15 percent to be deposited into the county or city general fund. In the past, Los Angeles County has used this 40 percent of the revenue for program administration including salaries and training for staff, and for child passenger safety awareness campaigns, as allowed by the law (California Vehicle Code sections 27366 (a)(1) and (a)(2)).

To comply with the State mandate, DPH developed the CPSTFP, formerly the Child Passenger Safety Seat Program (CPSSP). The CPSTFP utilizes funds received under CVC Section 27360 (e)

(1)(A) to support community-based organizations experienced in providing child passenger safety services that provide low-income LAC families with child passenger safety education and a \$45 voucher for the purchase of a child passenger safety seat.

Exhibit I has been approved by County Counsel as to form.

CONTRACTING PROCESS

On November 20, 2007, your Board approved the award of four contracts for the period of November 20, 2007 through November 19, 2012 in the amount of \$1,523,000. The three agencies identified to provide direct CPSTFP services were the Los Angeles Unified School District (LAUSD), NEW, and TCC. The fourth agency, SBS, was funded to provide technical assistance to the direct service providers.

The LAUSD contract, to provide services in Supervisorial Districts (SD) 2 and 3, was executed in March 2008 after delays related to LAUSD's administrative process. Following contract execution, DPH was informed by LAUSD that it was preparing to provide program services; however, no invoices were received over the next several months. In July 2008, LAUSD advised DPH that it was having difficulties implementing the project and was uncertain if they could provide services due to staffing issues and budget cuts. On October 30, 2008 LAUSD notified DPH that it had placed the implementation of the program on hold; however, it assured DPH that program activities would begin by January 2009. In November and December 2008, in meetings with DPH, LAUSD expressed concern about the viability of the project. DPH gave LAUSD a February 1, 2009 deadline to complete a new scope of work and staffing plan. On February 24, 2009, LAUSD notified DPH that it was unilaterally terminating its contract, because it was unable to hire personnel to provide the contracted CPSTFP services.

On January 12, 2010, your Board: 1) instructed the Director of DPH to provide a plan to restore the full funding benefit for the CPSTFP to address any service gaps since 2007 related to the LAUSD contract termination; and 2) delegated authority to the Director of DPH to amend the contracts with TCC and NEW to address the service gaps and expand services to SDs 2 and 3. On February 1, 2010, DPH presented a plan to restore the full funding benefit through the following actions: 1) increase the base amount of services for SD 2 and 3 per year; and 2) reallocate funds to TCC and NEW to enable them to reach the base amount of workshops and car seats. On May 6, 2010, DPH notified your Board that it was exercising the delegated authority approved on January 12, 2010 to amend the two contracts, as outlined in the February 1, 2010 memo to your Board.

By the end of 2012, DPH will complete its planning for the restructuring of the CPSTFP. DPH will potentially release a Request for Proposals for new agreements with an anticipated start by the end of 2013 dependent on the availability of funds in the CPSTFP. In the event CPSTFP funds are not sufficient to sustain new agreements, the CPSTFP will be operated by internal staff in the Division of Chronic Disease and Injury Prevention.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will provide for the continued, effective and timely

The Honorable Board of Supervisors

10/30/2012

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implementation of activities to support the CPSTFP's efforts throughout LAC.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jonathan E. Fielding". The signature is written in a cursive, flowing style.

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:nmp

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

EXHIBIT I

Contract No. PH-_____

CHILD PASSENGER SAFETY TRUST FUND AGREEMENT

Amendment No.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2012,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "CHILD PASSENGER SAFETY TRUST FUND PROGRAM AGREEMENT", dated November 20, 2007, and further identified as Agreement No. PH-_____, and any Amendments thereto (all hereafter referred to as "Agreement") and

WHEREAS, it is the intent of the parties hereto to amend Agreement and provide for other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on date of Board approval.

2. Paragraph 1, TERM, shall be revised to read as follows:

"The term of this Amendment shall commence upon the date of Board approval, and shall continue, unless sooner canceled or terminated, in full force and effect until midnight December 31, 2013.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto, shall constitute a material breach hereto, and this Agreement may be terminated by County immediately.

County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be revised to read as follows:

"A. For the period of November 20, 2007 through November 19, 2012 Contractor shall provide the services described in Exhibits _____. For the period of November 20, 2012 through December 31, 2013 Contractor shall provide the services described in Exhibit _____, which is attached hereto and incorporated herein by reference."

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised to read as follows:

"A. During the period of November 20, 2007 through December 31, 2013, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____) comprised of _____ Dollars (\$_____) for services described in Exhibits _____ and _____ Dollars for services performed as described in Exhibit _____ and further detailed in Schedule _____, attached hereto. Funding is based upon Contractor's performance and availability of funds."

4. Paragraph 20, ALTERATION OF TERMS, shall be revised to read as follows:

"A. The body of this Contract including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alternation of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of

certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 20, subparagraph A, in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Agreement to permit extensions or adjustments of the contract term; and/or an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 20, subparagraph A, in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in Schedule ____, up to an adjustment between all budget categories equal to 10 percent of each term's

annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract."

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

By Patricia Gibson, Chief,
Contracts and Grants Division

#02410-NMP

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PUBLIC HEALTH

DEPT'S.
NO. 295

October 10, 2012

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2012-13

4 - VOTES

SOURCESUSES

Public Health-Child Seat Restraint Loaner Fund
DN8-3017
Assigned for Program Expansion \$125,000
Decrease Obligated Fund Balance

Public Health - Public Health Programs
A01-PH-96-9911-23450
Transfers In \$125,000

Public Health-Child Seat Restraint Loaner Fund
DN8-PH-6100-41062
Other Financing Uses
Increase Appropriation \$125,000

Public Health - Public Health Program
A01-PH-2000-23450
Services & Supplies
Increase Appropriation \$125,000

SOURCES TOTAL: \$ 250,000

USES TOTAL: \$ 250,000

JUSTIFICATION

To request an increase in appropriation authority for Public Health Services' Injury & Violence Prevention Division's Child Seat Restraint Program resulting from an increase to contract maximum obligations for three (3) service agreements: The Children's Collective, Inc., New Economics for Women, and SafetyBeltSave, USA. This adjustment is offset with decrease of existing Assigned for Program Expansion and has no Net County Cost impact.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Jeremy D. Cortez
AUTHORIZED SIGNATURE Jeremy D. Cortez, Chief Financial Officer

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

27

OCT 30 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---

☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

Karin Shikama

B.A. NO. 26

Oct 12 2012

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

October 15, 2012